

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MASSACHUSETTS  
WESTERN DIVISION

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IN RE:

DAVID W. BERRY, SR.  
dba BERRY CONSTRUCTION  
dba BERRY TRANSPORTATION

Debtor

CHAPTER 11  
CASE NO. 09-31231-HJB

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**MOTION OF SECURED CREDITOR, COLONIAL PACIFIC LEASING  
CORPORATION FOR RELIEF FROM THE AUTOMATIC STAY  
PURSUANT TO 11 U.S.C. SECTION 362**

Colonial Pacific Leasing Corporation ("Colonial Pacific"), hereby moves this Honorable Court pursuant to 11 U.S.C. Section 362(d)(1) for the entry of an order granting it relief from the automatic stay, to permit Colonial Pacific to sell, liquidate and otherwise dispose of its collateral pursuant to its state and contractual law remedies law remedies. In support of its Motion, Colonial Pacific states as follows:

1. On July 20, 2009, the Debtor, David W. Berry, Sr. (the "Debtor"), filed a voluntary Chapter 11 petition for relief.
2. This Court has jurisdiction over this matter pursuant to the provisions of 28 U.S.C. Section 157. This proceeding is a core proceeding.
3. Pre-petition, on or about January 16, 2007, the Debtor executed and delivered to Bobcat of Connecticut, Inc. dba Bobcat of Greater Springfield a Loan and Security Agreement (the "Security Agreement"). A copy of the Security Agreement is attached hereto, and

11/16/09 Denied without prejudice for failure to serve the largest twenty creditors pursuant to LR 4001-1 (f).

Henry Jack Berry